

ARTICLE VIII
COLLOCATION

1. General.

GTE shall provide collocation services in accordance with and subject to the terms and conditions of this Article IX and other applicable requirements of this Agreement. Collocation provides for access to those GTE wire centers or access tandems listed in the NECA, Tariff FCC No. 4 for the purpose of interconnection for the exchange of traffic with GTE and/or access to unbundled network elements (UNEs). Collocation shall be accomplished through caged or cageless service offerings, as described below, except if not practical for technical reasons or due to space limitations. In such event, GTE shall provide adjacent collocation or other methods of collocation, subject to space availability and technical feasibility.

2. Types of Collocation.

2.1 Single Caged.

A single caged arrangement is a form of caged collocation, which allows a single CLEC to lease caged floor space to house their equipment within GTE wire center(s) or access tandem(s).

2.2 Shared Caged.

A shared caged arrangement is a newly constructed caged collocation arrangement that is jointly applied for and occupied by two or more CLECs within a GTE wire center or access tandem pursuant to terms and conditions agreed to by those CLECs. When two or more CLECs request establishment and jointly apply for a new caged collocation arrangement to be used as a shared caged arrangement, one of the participating CLECs must agree to be the host CLEC (HC) and the other(s) to be the guest CLEC (GC). GTE will not issue separate billing for any of the rate elements associated with the shared caged collocation arrangement between the HC and the GC(s), but GTE will provide the HC with information on the proportionate share of the NRCs for each CLEC in the shared arrangement. The HC will be responsible for ordering and payment of all collocation applicable services ordered by the HC and GC(s). The host CLEC and guest(s) are GTE's customers and have all the rights and obligations applicable hereunder to CLECs purchasing collocation-related services, including, without limitation, the obligation to pay all applicable charges, whether or not the host is reimbursed for all or any portion of such charges by the guest(s). The host CLEC and the guest CLEC(s) are solely responsible for determining whether to share a shared caged collocation arrangement and if so, upon what terms and conditions. All terms and conditions for caged collocation as described in this Article IX will apply to shared caged collocation requirements. For additional details on shared caged collocation see GTE's Collocation Services Packet (CSP), which is described in Section 3.1 below.

2.3 Subleased Caged.

Vacant space available in a CLEC's (host CLEC-HC) caged collocation arrangement may be made available to a third party (guest CLEC-GC) for the purpose of interconnection and/or for access to UNEs in GTE's wire center(s) or access tandem(s) via the subleasing collocation arrangement detailed in GTE's CSP. The HC would sublease the floor space to the GC pursuant to terms and conditions agreed to by the HC and GC involved. The GC(s) must each be independently collocated within the subleased caged space for the purposes set forth in this Agreement. For additional details on subleased caged collocation see GTE's CSP.

2.4 Cageless.

Cageless collocation is a form of collocation in which CLECs can place their equipment in GTE wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows a CLEC, using GTE approved vendors, to install equipment in single bay increments in an area designated by GTE. This space will be in a separate lineup, if available. If a separate bay lineup is not available, CLEC's bay will be segregated by at least one vacant bay from GTE's own equipment. The equipment location will be designated by GTE and will vary based on individual wire center or access tandem configurations. CLEC equipment will not share the same equipment bays with GTE equipment.

2.5 Adjacent.

An adjacent collocation arrangement permits a CLEC to construct or procure a structure on GTE property for collocation for the purposes of provisioning expanded interconnection and/or access to UNEs in accordance with the terms and conditions of this Agreement. Adjacent collocation is only an option when the following conditions are met: (1) space is legitimately exhausted in GTE's wire center or access tandem for caged and cageless collocation; and (2) it is technically feasible to construct a hut or similar structure on GTE property that adheres to local building code, zoning requirements, and GTE building standards. For additional details on adjacent collocation see GTE's CSP, which is described in Section 3.1 below.

2.6 Other.

A CLEC shall have the right to order collocation services offered pursuant to GTE tariffs following the effective date of this Agreement, including, without limitation, the right to order virtual collocation services in accordance with, and subject to, the terms of GTE's existing federal collocation tariff (GTOC Tariff No. 1). The remainder of the terms of this Article IX shall not apply to said tariff collocation services. However, new collocation services ordered outside of said tariffs on or after the effective date will be provided pursuant to the terms of this Agreement.

3. Ordering.

3.1 Application.

3.1.1 Point of Contact/CSP Packet. GTE will establish points of contact for MFN to contact to place a request for collocation. The point of contact will provide MFN with the CSP, which shall contain general information and requirements, including a list of engineering and technical specifications, fire, safety, security policies and procedures, and an application form, terms and conditions of the CSP.

3.1.2 Application Form/Fee. When requesting collocation at a wire center or access tandem MFN will be required to complete the application form and submit the non-refundable engineering fee set forth in Appendix C described in Section 6.1 for each wire center or access tandem at which collocation is requested. The application form will require MFN to provide all engineering, floor space, power, environmental and other requirements necessary for the function of the service. MFN will provide GTE with specifications for any non-standard or special requirements at the time of application. GTE reserves the right to assess the customer any additional charges on an individual case basis ("ICB") associated with complying with the requirements or to refuse an application where extensive modifications are required.

- 3.1.3 Notification of Acceptance/Rejection. GTE will notify MFN in writing within fifteen (15) days following receipt of the completed application if MFN's requirements cannot be accommodated as specified. Should MFN submit ten (10) or more applications within a ten (10) day period, the response interval will be increased by ten (10) days for every ten (10) additional applications or fraction thereof.
- 3.1.4 Changes. The first application form filed by MFN shall be designated the original application. Original applications are subject to modification by minor or major changes to the facilities requested in the application.
- 3.1.4.1 Minor changes are those requests that do not require additional power, HVAC, or changes in cage/floor space. MFN will be required to submit a revised application and any accompanying charges reasonably assessed by GTE, but the deliverable dates for the project will not change. GTE's obligations under an original application may also be modified by major changes.
- 3.1.4.2 Major changes are requests that add telecommunications equipment that requires additional AC or DC power or HVAC; change the size or location of the cage or floor space; or in the case of cageless collocation, request additional bays. At the election of MFN, major changes may be handled in one of the following two methods to the extent technically feasible.
- (a) Method 1: Additional Application. MFN may elect to have a major change treated by GTE as an additional application. An additional application is subject to the same provisioning process and conditions as an original application. On receipt of an additional application and non-refundable engineering fee, GTE will notify MFN in writing within fifteen (15) days following receipt of the completed additional application if MFN's additional requirements cannot be accommodated as specified. Filing an additional application does not change GTE's obligation to process and fulfill the original application nor does it change the time intervals applicable to the processing and fulfillment of the original application. All of the provisions herein applicable to an original application similarly apply to an additional application.
- (b) Method 2: Change Application. MFN may elect to have a major change treated by GTE as a Change Application. A Change Application may effect GTE's obligation to process and fulfill the original application. On receipt of a Change Application and non-refundable engineering fee, GTE will notify MFN in writing within fifteen (15) days following receipt of the completed Change Application if MFN's requirements cannot be accommodated as specified. If on notification that GTE can accommodate the requirements of the change application, MFN elects to proceed with the Change Application, GTE's obligations under the original application will be merged with its obligations under the Change Application and the combined project timeline will be the date the Change Application was submitted. All of the provisions herein applicable to an original application similarly apply to a Change Application.

3.2 Space Availability.

GTE will notify MFN within fifteen (15) days following receipt of the completed application form and non-refundable engineering fee if space is available at the selected wire center or access tandem. If space is not available, GTE will notify MFN in writing. Space availability and reservation shall be determined in accordance with Section 5.

3.3 Price Quote.

GTE shall provide MFN with a price quote for collocation services required to accommodate MFN's request within thirty (30) days of MFN's application date, provided that no ICB rates are required in the quote. The quote will be honored for ninety (90) days from the date of issuance, provided however, that GTE reserves the right to change the price quote at any time prior to acceptance by MFN. If the quote is not accepted by MFN within such ninety (90) day period, MFN will be required to submit a new application form and engineering fee and a new quote will be provided based on the new application form.

3.4 ASR.

Upon notification of available space, MFN will be required to send a completed Access Service Request ("ASR") form to GTE's collocation point of contact. A copy of an ASR form is included in the CSP.

3.5 Augmentation.

All requests for a major augmentation to an existing collocation arrangement will require the submission of an application form and the non-refundable engineering fee.

3.5.1 Major augments may include adding telecommunication equipment that requires additional electrical power or HVAC, changes in the configuration or size of the cage or floor space, and requesting additional bays (cageless).

3.5.2 Minor augments will require the submission of an application form and the non-refundable augment fee. Minor augments are those requests that do not require additional power, HVAC or additional bays/cage/floor space, but may include adding light fixtures, AC outlets, so long as those requirements do not exceed the capacity of the existing/proposed electrical system. Requests for CLEC to CLEC cross connects and DSO, DS1, and DS3 facility terminations are included as minor augments.

3.6 Expansion.

GTE will not be required to construct additional space to provide for caged, cageless and/or adjacent collocation when available space has been exhausted. GTE does not guarantee contiguous space to MFN to expand its existing collocation space. MFN requests for expansion of existing space within a specific wire center or access tandem will require the submission of an application form and the appropriate fee.

3.7 Relocation.

MFN requests for relocation of the termination equipment from one location to a different location within the same wire center or access tandem will be handled on an ICB basis. MFN will be responsible for all costs associated with the relocation of its equipment.

4. Installation and Operation.

4.1 Planning and Coordination.

Upon receipt of the ASR and fifty percent (50%) of the applicable NRCs (set forth in Appendix C described in Section 6.1) associated with the ordered collocation services, including, but not limited to, building modification, environmental conditioning and DC power charges, GTE will:

- (a) Schedule a meeting with MFN to determine engineering and network requirements.
- (b) Initiate the necessary modifications to the wire center or access tandem to accommodate MFN's request.
- (c) Work cooperatively with MFN to ensure that services are installed in accordance with the service requested.

MFN is responsible for coordinating with GTE to ensure that services are installed in accordance with the ASR. MFN shall meet with GTE, if requested by GTE, to review design and work plans for installation of MFN's designated equipment within GTE premises. GTE and MFN must meet and begin implementation of the ASR within six (6) months of receipt of the collocation application form and engineering fee(s) set forth in Appendix C described in Section 6.1 or the identified space may be reclaimed and made available for use as provided in Section 5.6. MFN is responsible to have all cables and other equipment to be furnished by MFN, ready for installation on the date scheduled. If MFN fails to notify GTE of a delay in the installation date, MFN will be subject to the appropriate additional labor charge set forth on Appendix C described in Section 6.1.

4.2 Space Preparation.

4.2.1 Cage Construction. For caged collocation, GTE will construct the cage with a standard enclosure or MFN may subcontract this work to a GTE approved contractor.

4.2.2 Site Selection/Power. GTE shall designate the space within its wire center and/or access tandem where MFN shall collocate its equipment. GTE shall provide, at the rates set forth in Appendix C described in Section 6.1, 48V DC power with generator and/or battery back-up, AC convenience outlet, heat, air conditioning and other environmental support to MFN's equipment in the same standards and parameters required for GTE equipment within that wire center or access tandem.

Standard 48V DC power shall be provided in 40 amp increments. GTE will be responsible for the installation of the AC convenience outlets, overhead lighting and equipment superstructure per the established rates.

4.2.3 Timing. GTE shall use its best efforts to minimize the additional time required to condition collocation space, and will inform MFN of the time estimates as soon as possible. GTE shall complete delivery of the floor space to MFN within ninety (90) days of receipt of the ASR and fifty percent (50%) of the NRCs assuming that the material shipment and construction intervals for the improvements required to accommodate the request (e.g., HVAC, system/power plant upgrade/cables) are met. Space delivery within such timeframe shall also be subject to the permitting process of the local municipality. Prior to MFN beginning the installation of its equipment in a cage, bay or cabinet, MFN and GTE must conduct a walk through of the designated collocation space. Upon acceptance of the arrangement by MFN, billing will be initiated, access cards will be issued and MFN may begin installation of its equipment.

4.3 Equipment and Facilities.

- 4.3.1 Purchase of Equipment. MFN will be responsible for supply, purchase, delivery, installation and maintenance of its equipment and equipment bay(s) in the collocation area. If MFN chooses, GTE will assist MFN in the purchase of equipment by establishing a contact point with GTE Supply. GTE is not responsible for the design, engineering, or performance of MFN's equipment and provided facilities for collocation.
- 4.3.2 Permissible Equipment. MFN is permitted to place in its collocation space only equipment that is used or useful for interconnection or access to unbundled network elements. MFN shall not place in its collocation space equipment that is designed exclusively for switching or enhanced services and that are not necessary for interconnection or access to unbundled network elements. MFN may place in its collocation space ancillary equipment such as cross connect frames, and metal storage cabinets. Metal storage cabinets must meet GTE wire center environmental standards.
- 4.3.3 Specifications. MFN's facilities shall not physically, electronically, or inductively interfere with or impair the service of GTE's or other CLEC's facilities, create hazards or cause physical harm to any individual or the public. All MFN equipment must be Network Equipment Building Systems (NEBS) 3 compliant, or enclosed in a cabinet that meets GTE NEBS requirements. GTE reserves the right to remove and/or refuse use of MFN facilities and equipment from its list of approved products if such products, facilities and equipment are determined to be no longer compliant with NEBS standards or Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (GR-1089-CORE). GTE also reserves the right to remove and/or refuse use of MFN facilities or equipment which does not meet or comply with: (a) GTE network reliability standards; (b) fire and safety codes; (c) the same specific risk/safety/hazard standards which GTE imposes on its own wire center and access tandem equipment; (d) GTE practices for AC/DC bonding and grounding requirements; and/or (e) the industry standard requirements shown in the following publications:
- (a) TR-NWT-000499
 - (b) TR-NWT-000063
 - (c) TR-TSY-000191
 - (d) TR-TSY-000487
 - (e) TR-NPL-000320
 - (f) Part 15.109 (47 C.F.R. FCC Rules and Regulations)
 - (g) ANSI T1.102
 - (h) UL 94

More detailed specifications information will be provided to MFN in the CSP.

4.3.4 Cable. MFN is required to provide proper cabling, based on circuit type (VF, DS0, xDSL, DS1, DS3, etc.) to ensure adequate shielding. GTE cable standards (which are set forth on Addendum B to the CSP) are required to reduce the possibility of interference. MFN is responsible for providing fire retardant riser cable that meets GTE standards. GTE is responsible for placing MFN's fire retardant riser cable from the cable vault to the partitioned space. GTE is responsible for installing MFN provided fiber optic cable in the cable space or conduit from the manhole to the wire center or access tandem. This may be shared conduit with dedicated inner duct. GTE will wire DS1 services in multiples of 28 or DS0 cable facilities in sufficient capacity for GTE to wire DS0 services in multiples of 24. MFN shall be required to provide DS1 cable facilities to support MFN equipment installed to its capacity. If MFN provides its own fiber optic facility, then MFN shall be responsible for bringing its fiber optic cable to the wire center or access tandem manhole and leave sufficient cable length for GTE to be able to fully extend such cable through to MFN's space. Due to physical and technical constraints, removal of cable will be at GTE's option. GTE will make every effort to contact MFN in the event MFN's equipment disrupts the network. If GTE is unable to make contact with MFN, GTE shall temporarily disconnect MFN's service, as provided in Section 4.7. GTE will notify MFN as soon as possible after any disconnects of MFN's equipment.

4.3.4.1 GTE recognizes MFN's desire for the placement of high count fiber optic entrance cables (432 fibers) into MFN's collocation arrangements. The Parties desire to avoid multiple fiber optic cable installations into the cable vault and to MFN's collocation arrangement. Provided there is sufficient duct space entering GTE's premises and sufficient duct and cable rack structure within GTE's premises, GTE will allow the placement of 432 count fiber optic cable between the manhole and MFN's collocation arrangement.

4.3.5 Manhole/Splicing Restrictions. GTE reserves the right to prohibit all equipment and facilities, other than fiber optic cable, from its entrance manholes. No splicing will be permitted in Manhole #1 (first GTE manhole outside of the wire center) by MFN. Where MFN is providing underground fiber optic cable in Manhole #1, it must be of sufficient length as specified by GTE to be pulled through the wire center or access tandem conduit and into the wire center or access tandem conduit and to MFN's collocation arrangement. The splice in the wire center or access tandem cable vault must be a mechanical splice. To avoid safety hazards, no fusion splicing will be permitted. GTE will provide space and racking for the placement of an approved secured fire retardant splice enclosure. GTE is responsible for installing a cable splice where MFN provided fiber optic cable meets GTE standards within the wire center or access tandem cable vault or designated splicing chamber.

4.3.6 Access Points and Restrictions. The interconnection point for caged and cageless collocation is the point where MFN-owned cable facilities connect to GTE termination equipment. The demarcation point for MFN is MFN's terminal equipment or interconnect/cross connect panel within MFN's cage, bay/frame or cabinet. MFN must tag all entrance facilities to indicate ownership. MFN will not be allowed access to GTE's DSX line-ups, MDF or any other GTE facility termination points. The DSX and MDF are to be considered GTE demarcation points only. Only GTE employees, agents or contractors will be allowed access to the MDF or DSX to terminate facilities, test connectivity, run jumpers and/or hot patch in-service circuits.

4.3.7 Staging Area. For caged and cageless collocation arrangements, MFN shall have the right to use the designated staging area, a portion of the wire center(s) or

access tandem(s) and loading areas, if available, on a temporary basis during MFN's equipment installation work in the collocation space. MFN is responsible for protecting GTE's equipment and wire center or access tandem walls and flooring within the staging area and along the staging route. MFN will store equipment and materials within the collocation space when work is not in progress (e.g., overnight). No storing of equipment and materials overnight will be permitted in the staging areas. MFN will meet all GTE fire, safety, security and environmental requirements. The temporary staging area will be vacated and delivered to GTE in an acceptable condition upon completion of the installation work. MFN may also utilize a staging trailer, which can be located on the exterior premises of GTE's wire center or access tandem. GTE may assess MFN a market value lease rate for the area occupied by the trailer.

- 4.3.8 Testing. Upon installation of MFN's equipment, with prior notice, GTE will schedule time to work with MFN during the turn-up phase of the equipment to ensure proper functionality between MFN's equipment and the connections to GTE equipment. The time period for this to occur will correspond to GTE's maintenance window installation requirements. It is solely the responsibility of MFN to provide their own monitor and test points, if required, for connection directly to their terminal equipment.
- 4.3.9 CLEC to CLEC Interconnection Arrangements. MFN may interconnect MFN equipment in its cage, bay or cabinet to another MFN or another CLEC's cage, bay or cabinet within the same central office. Procedures for CLEC to CLEC interconnection arrangements are contained in the CSP. A request for a minor augmentation, pursuant to section 3.5.2 above, is required for each CLEC to CLEC interconnect arrangement.
- 4.3.9.1 Subject to GTE approval of the cable route, MFN has the option of providing and installing the cable. Cables provided by MFN must meet GTE and industry technical and safety standards. If the cable is to be installed over GTE's or another CLEC's in-service equipment, MFN must use an approved GTE contractor or meet GTE contractor qualification requirements if MFN performs the installation itself. The cable installation must be completed during the maintenance window.
- 4.3.9.2 MFN may use fiber optic cable for CLEC to CLEC interconnection. If MFN chooses to have the fiber optic cable routed directly to the other collocation arrangement, the CLEC to CLEC interconnection will include only the fiber optic cable. MFN or the other CLEC will be responsible for providing all associated electronics, such as fiber distribution terminals, digital cross connect panels, etc. in the collocation arrangements at each end of the CLEC to CLEC interconnection. If GTE purchases the cable for MFN or performs the cable installation, any charges assessed by GTE will be based on the quantity of fibers installed and not the services transmitted over the fibers. If MFN chooses to purchase standard fiber cross connection from GTE using GTE provided electronics, standard rates will apply based on the service provided.
- 4.3.10 Connection to Other CLECs' UNEs. Another CLEC that purchases UNEs from GTE, pursuant to an interconnection agreement between GTE and that other CLEC, may request that such UNEs be cross connected directly to MFN's collocation arrangement. MFN agrees to accept such cross connects to its collocation arrangement based on the other CLEC's order to GTE. MFN warrants

that it has authorized said CLEC to order the UNEs to terminate to MFN's collocation arrangement, and, upon request, will provide written documentation to GTE demonstrating such authorization. GTE will bill the other CLEC for the UNEs and cross connects based on the interconnection agreement between GTE and the CLEC. MFN will be responsible for billing the CLEC for all services provided by MFN.

4.3.10.1 GTE agrees that the collocation requirement of "interconnection for the exchange of traffic with GTE and/or access to unbundled network elements (UNEs)", identified in section 1. above, is satisfied if either MFN or its customer(s) interconnect with GTE or purchase UNEs from GTE, and the interconnection or UNEs are delivered to MFN's collocation arrangement in the same premises. MFN is not required to directly connect with GTE or resell unbundled elements to satisfy this requirement.

4.4 Access to Collocation Space.

GTE will permit MFN's employees, agents, and contractors approved by GTE to have direct access to MFN's caged or cageless collocated equipment twenty-four (24) hours a day, seven (7) days a week. MFN's employees, agents, or contractors must comply with the policies and practices of GTE pertaining to fire, safety, and security as described in GTE's Security Procedures and Requirements Guidelines, which are attached to the CSP. GTE reserves the right, with 24 hours prior notice to MFN, to access MFN's collocated partitioned space to perform periodic inspections to ensure compliance with GTE installation, safety and security practices. Where MFN shares a common entrance to the wire center or access tandem with GTE, the reasonable use of shared building facilities, e.g., elevators, unrestricted corridors, etc., will be permitted. However, access to such facilities may be restricted by security requirements for good cause shown, and a GTE employee may accompany MFN's personnel.

4.5 Network Outage, Damage and Reporting.

MFN shall be responsible for: (a) any damage or network outage occurring as a result of MFN owned or MFN designated termination equipment in GTE wire center or access tandem; (b) providing trouble report status when requested; (c) providing a contact number that is readily accessible 24 hours a day, 7 days a week; (d) notifying GTE of significant outages which could impact or degrade GTE's switches and services and provide estimated clearing time for restoral; and (e) testing its equipment to identify and clear a trouble report when the trouble has been sectionalized (isolated) to MFN service.

4.6 Security Requirements.

4.6.1 Background Tests: Training. All employees, agents and contractors of MFN must meet certain minimum requirements as established in GTE's CSP. At the time MFN places the collocation ASR for caged or cageless collocation, or as soon as reasonably practicable thereafter, MFN must submit to GTE's Security Department for prior approval the background investigation certification form included in the CSP for all employees, agents and contractors that will require access to GTE wire centers and/or access tandems. MFN agrees that its employees/vendors with access to GTE wire center(s) or access tandem(s) shall at all times adhere to the rules of conduct established by GTE for the wire center or access tandem and GTE's personnel and vendors. GTE reserves the right to make changes to such procedures and rules to preserve the integrity and operation of GTE's network or facilities or to comply with applicable laws and regulations. GTE will provide MFN with written notice of such changes. Where applicable, GTE will provide information

to MFN on the specific type of security training required so MFN's employees can complete such training.

4.6.2 Security Standards. GTE will be solely responsible for determining the appropriate level of security in each wire center or access tandem. GTE reserves the right to deny access to GTE buildings for any MFN employee, agent or contractor who cannot meet GTE's established security standards. Employees, agents or contractors of MFN are required to meet the same security requirements and adhere to the same work rules that GTE's employees and contractors are required to follow. GTE also reserves the right: (a) to deny access to GTE buildings for MFN's employee, agent and contractor for falsification of records, violation of fire, safety or security practices and policies or other just cause; and (b) to provide a GTE employee, agent or contractor to accompany and observe MFN at no cost to MFN. GTE may use reasonable security measures to protect its equipment, including enclosing its equipment in its own cage or other separation, utilizing monitored card reader systems, digital security cameras, badges with computerized tracking systems, identification swipe cards, keyed access and/or logs, as deemed appropriate by GTE.

4.6.3 Access Cards/Identification. Access cards or keys will be provided to no more than six (6) individuals for MFN per for each GTE wire center or access tandem. All MFN employees, agents and contractors requesting access to the wire center or access tandem are required to have a photo identification card, which identifies the person by name and the name of MFN. The ID must be worn on the individual's exterior clothing while on GTE premises. GTE will provide MFN with instructions and necessary access cards or keys to obtain access to GTE buildings. MFN is required to immediately notify GTE by the most expeditious means, when any MFN's employee, agent or contractor with access privileges to GTE buildings is no longer in its employ, or when keys, access cards or other means of obtaining access to GTE buildings are lost, stolen or not returned by an employee, agent or contractor no longer in its employ. MFN is responsible for the immediate retrieval and return to GTE of all keys, access cards or other means of obtaining access to GTE buildings if lost, stolen or upon termination of employment of MFN's employee and/or termination of service. MFN shall be responsible for the replacement cost of keys, access cards or other means of obtaining access when lost, stolen or failure of MFN or MFN's employee, agent or contractor to return to GTE.

4.7 Emergency Access.

MFN is responsible for providing a contact number that is readily accessible 24 hours a day, 7 days a week. MFN will provide access to its collocation space at all times to allow GTE to react to emergencies, to maintain the building operating systems (where applicable and necessary) and to ensure compliance with OSHA/GTE regulations and standards related to fire, safety, health and environment safeguards. GTE will attempt to notify MFN in advance of any such emergency access. If advance notification is not possible GTE will provide notification of any such entry to MFN as soon as possible following the entry, indicating the reasons for the entry and any actions taken which might impact MFN's facilities or equipment and its ability to provide service. GTE will restrict access to MFN's collocation space to persons necessary to handle such an emergency. The emergency provisioning and restoration of interconnection service shall be in accordance with Part 64, Subpart D, Paragraph 64.401, of the FCC's Rules and Regulations, which specifies the priority for such activities. GTE reserves the right, without prior notice, to access MFN's collocation space in an emergency, such as fire or other unsafe conditions, or for purposes of averting any threat of harm imposed by MFN or MFN's equipment upon the operation of

GTE's equipment, facilities and/or employees located outside MFN's collocation space. GTE will notify MFN as soon as possible when such an event has occurred. In case of a GTE work stoppage, MFN's employees, contractors or agents will comply with the emergency operation procedures established by GTE. Such emergency procedures should not directly affect MFN's access to its premises, or ability to provide service. MFN will notify GTE point of contact of any work stoppages by MFN employees.

5. Space Requirements.

5.1 Space Availability.

GTE shall permit MFN to secure collocation space on a the first-come, first-serve priority basis upon GTE's receipt of fifty percent (50%) of the applicable NRCs described in Section 4.1. If GTE is unable to accommodate caged and cageless collocation requests at a wire center or access tandem due to space limitations or other technical reasons, GTE will post a list of all such sites on its Website and will update the list within ten (10) business days of any known changes. This information will be listed at the following public Internet URL:

<http://www.gte.com/regulatory>

5.2 Minimum/Maximum/Additional Space.

The minimum amount of floor space available to MFN at the time of the initial application will be twenty-five (25) square feet of caged collocation space or one (1) single bay in the case of cageless collocation. The maximum amount of space available in a specific wire center or access tandem to MFN will be limited to the amount of existing suitable space which is technically feasible to support the collocation arrangement requested. Existing suitable space is defined as available space in a wire center or access tandem which does not require the addition of AC/DC power, heat and air conditioning, battery and/or generator back-up power and other requirements necessary for provisioning collocation services. Additional space to provide for caged, cageless and/or adjacent collocation will be provided on a per request basis, where feasible, and where space is being efficiently used. Additional space can be requested by MFN by completing and submitting a new application form and the applicable non-refundable engineering fee set forth in Appendix C described in Section 6.1. GTE will not be required to lease additional space when available space has been exhausted.

5.3 Use of Space.

GTE and MFN will work cooperatively to determine proper space requirements, and efficient use of space. In addition to other applicable requirements set forth in this Agreement, MFN shall install all its equipment within its designated area in contiguous line-ups in order to optimize the utilization of space within GTE's premises. MFN shall use the collocation space solely for the purposes of installing, maintaining and operating MFN's equipment to interconnect for the exchange of traffic with GTE and/or for purposes of accessing unbundled network elements and for no other purposes. MFN shall not construct improvements or make alterations or repairs to the collocation space without the prior written approval of GTE. The collocation space may not be used for administrative purposes and may not be used as MFN's employee(s) work location, office or retail space, or storage. The collocation space shall not be used as MFN's mailing or shipping address.

5.4 Reservation of Space.

GTE reserves the right to manage its own wire center and access tandem conduit requirements and to reserve vacant space for planned facility. GTE will retain and reserve a

limited amount of vacant floor space within its wire centers and access tandems for its own specific future uses on terms no more favorable than applicable to other CLECs seeking to reserve collocation space for their own future use. If the remaining vacant floor space within a wire center or access tandem is reserved for GTE's own specific future use, the wire center or access tandem will be exempt from future caged and cageless collocation requests. MFN shall not be permitted to reserve wire center or access tandem cable space or conduit system. If new conduit is required, GTE will negotiate with MFN to determine an alternative arrangement for the specific location. MFN will be allowed to reserve collocation space for its caged/cageless arrangements based on MFNs documented forecast provided GTE and subject to space availability. Such forecast must demonstrate a legitimate need to reserve the space for use on terms no more favorable than applicable to GTE seeking to reserve vacant space for its own specific use. Cageless collocation bays may not be used solely for the purpose of storing MFN equipment.

5.5 Collocation Space Report.

Upon request by MFN and upon MFN signing a collocation nondisclosure agreement, GTE will make available a collocation space report with the following information for the wire center or access tandem requested:

- (a) Amount of caged and cageless collocation space available;
- (b) Number of telecommunications carriers with existing collocation arrangements;
- (c) Modifications of the use of space since the last collocation space report requested; and,
- (d) Measures being taken, if any, to make additional collocation spaces available.

The collocation space report is not required prior to the submission of a collocation application for a specific wire center or access tandem in order to determine collocation space availability for the wire center or access tandem. The collocation space report will be provided to MFN within ten (10) business days of the request provided the request is submitted during the ordinary course of business. A collocation space report fee will be assessed per request and per wire center or access tandem.

5.6 Reclamation.

When initiating an application form, MFN must have the capability of installing equipment approved for collocation at GTE wire center or access tandem within a reasonable period of time, not to exceed six (6) months from the date MFN accepts the collocation arrangement. If MFN does not utilize its collocation space within the established time period, and has not met the space reservation requirements of Section 5.4, GTE may reclaim the unused collocation space to accommodate another CLEC's request or GTE's future space requirements. GTE shall have the right, for good cause shown, and upon six (6) months' notice, to reclaim any collocation space, cable space or conduit space in order to fulfill its obligation under public service law and its tariffs to provide telecommunication services to its end users. In such cases, GTE will reimburse MFN for reasonable direct costs and expenses in connection with such reclamation. GTE will make every reasonable effort to find other alternatives before attempting to reclaim any such space.

6. Pricing.

6.1 Rate Sheet.

Except as otherwise described herein, the rates for GTE's collocation services provided pursuant to this Agreement are set forth in Appendix C attached hereto. The rates identified in this attachment may be superseded by rates contained in future final, binding and non-appealable regulatory orders or as otherwise required by legal requirements (the "final rates"). In particular, GTE may elect to file a state tariff which shall contain final rates that supersede the rates in said attachment. To the extent that the final rates, or the terms and conditions for application of the final rates, are different than the rates in Appendix C, the final rates will be applied retroactively to the effective date of this Agreement. The Parties will true-up any resulting over or under billing.

6.2 Billing and Payment.

The initial payment of NRCs shall be due and payable in accordance with Section 4.1. The balance of the NRCs and all related monthly recurring service charges will be billed to MFN when GTE provides MFN access to the caged, cageless or adjacent collocation arrangement and shall be payable in accordance with applicable established payment deadlines.

6.3 Allocation of Site Preparation Costs.

MFN shall be responsible for payment of the site preparation charge with respect to: (i) each original application; and (ii) each additional application or augment application which involves expansion of existing square footage or additional bays. The site preparation charge is a nonrecurring charge designed to recover GTE's costs associated with preparing wire center(s) or access tandem(s) to accommodate collocation. For caged collocation arrangements (including shared and sublease arrangements), the site preparation charge shall be equal to: \$336 (Three Hundred Thirty-Six Dollars) per square foot of caged space up to one hundred (100) square feet plus the number of square feet over 100 square feet multiplied by \$42 (Forty-Two Dollars). For cageless collocation arrangements, the site preparation charge shall be equal to \$4,800 (Four Thousand Eight Hundred Dollars) per bay.

7. Indemnification.

In addition to their other respective indemnification and liability obligations hereunder, the Parties shall meet the following obligations. To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

- 7.1 MFN shall defend, indemnify and save harmless GTE, its directors, officers, employees, servants, agents, affiliates and parent from and against any and all suits, claims, demands, losses, claims, and causes of action and costs, including reasonable attorneys' fees, whether suffered, made, instituted or asserted by MFN or by any other party, which are caused by, arise out of or are in any way related to: (i) the installation, maintenance, repair, replacement, presence, engineering, use or removal of MFN's equipment or by the proximity of such equipment to the equipment of other parties occupying space in GTE's wire center(s) or access tandem(s), including, without limitation, damages to property and injury or death to persons, including payments made under Workers' Compensation Law or under any plan for employees' disability and death benefits; (ii) MFN's failure to comply with any of the terms of this Agreement; or (iii) any act or omission of MFN, its employees, agents, affiliates, former or striking employees or contractors. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

- 7.2 Subject to any limitations of liability set forth in this agreement, GTE shall be liable to MFN only for and to the extent of any damage directly and primarily caused by the negligence of GTE's agents or employees to MFN designated facilities or equipment occupying GTE's wire center or access tandem. GTE shall not be liable to MFN or its customers for any interruption of MFN's service or for interference with the operation of MFN's designated facilities arising in any manner out of MFN's presence in GTE's wire center(s) or access tandem(s), unless such interruption or interference is caused by GTE's willful misconduct. In no event shall GTE or any of its directors, officers, employees, servants, agents, affiliates and parent be liable for any loss of profit or revenue by MFN or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by MFN, even if GTE has been advised of the possibility of such loss or damage.

8. Insurance.

- 8.1 MFN shall, at its sole cost and expense, obtain, maintain, pay for and keep in force insurance as specified following and underwritten by an insurance company(s) having a best insurance rating of at least AA-12.
- 8.2 GTE shall be named as an Additional Insured and a Loss Payee on all applicable policies as specified following:
- (a) Comprehensive general liability coverage on an occurrence basis in an amount of \$2,000,000 combined single limit for bodily injury and property damage with a policy aggregate of \$4,000,000. This coverage shall include the contractual, independent contractors products/completed operations, broad form property and personal injury endorsements.
 - (b) Umbrella/Excess Liability coverage in an amount of \$10,000,000 excess of coverage specified in 1 above.
 - (c) All Risk Property coverage on a full replacement cost basis insuring all of MFN's real and personal property located on or within GTE wire centers. MFN may also elect to purchase business interruption and contingent business interruption insurance, knowing that GTE has no liability for loss of profit or revenues should an interruption of service occur.
 - (d) Statutory Workers Compensation coverage.
 - (e) Contractual Liability coverage.
 - (f) Automobile Liability coverage.
 - (g) Employers Liability coverage in an amount of \$2,000,000.
- 8.3 All policies purchased by MFN shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by GTE.
- 8.4 All insurance must be in effect on or before GTE authorizes access by MFN employees or placement of MFN equipment or facilities within GTE premises and such insurance shall remain in force as long as MFN's facilities remain within any space governed by this tariff.

If MFN fails to maintain the coverage, GTE may pay the premiums and seek reimbursement from MFN. Failure to make a timely reimbursement will result in disconnection of service.

- 8.5 MFN shall submit certificates of insurance and copies of policies reflecting the coverage specified in (b) above with the fifty percent (50%) payment of the NRCs described in Section 4.1. Commencement of work by GTE will not begin until these are received.
- 8.6 MFN shall arrange for MFN's insurance company to provide GTE with thirty- (30) days' advance written notice of cancellation, non-renewal or termination.
- 8.7 MFN must also confirm to the recommendation(s) made by GTE's fire insurance company, which GTE has already agreed, shall hereafter agree to.
- 8.8 Failure to comply with the provisions of this Section will be deemed a material breach of the terms of this Agreement.

9. Confidentiality.

In addition to its other confidentiality obligations hereunder, MFN shall not use or disclose and shall hold in confidence all information of a competitive nature provided to MFN by GTE in connection with collocation or known to MFN as a result of MFN's access to GTE's wire center(s) or access tandem(s) or as a result of the interconnection of MFN's equipment to GTE's facilities. Similarly, GTE shall not use or disclose and shall hold in confidence all information of a competitive nature provided to it by MFN in connection with collocation or known to GTE as a result of the interconnection of MFN's equipment to GTE's facilities. Such information is to be considered proprietary and shared within GTE and MFN on a need to know basis only. Neither GTE nor MFN shall be obligated to hold in confidence information that:

- (a) Was already known to MFN free of any obligation to keep such information confidential;
- (b) Was or becomes publicly available by other than unauthorized disclosure; or
- (c) Was rightfully obtained from a third party not obligated to hold such information in confidence.

To the extent that this provision conflicts with any other provision in this Agreement, this provision shall control.

10. Casualty.

If the collocation equipment location in GTE's wire center(s) or access tandem(s) is rendered wholly unusable through no fault of MFN, or if the building shall be so damaged that GTE shall decide to demolish it, rebuild it, or abandon it for wire center or access tandem purposes (whether or not the demised premises are damaged in whole or in part), then, in any of such events, GTE may elect to terminate the collocation arrangements in the damaged building by providing written notification to MFN as soon as practicable but no later than one hundred eighty (180) days after such casualty specifying a date for the termination of the collocation arrangements, which shall not be more than sixty (60) days after the giving of such notice. Upon the date specified in such notice, the term of the collocation arrangement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. MFN shall forthwith quit, surrender and vacate the premises without prejudice. Unless GTE shall serve a termination notice as provided for herein, GTE shall make the repairs and restorations with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond GTE's reasonable control. After

any such casualty, MFN shall cooperate with GTE's restoration by removing from the collocation space, as promptly as reasonably possible, all of MFN's salvageable inventory and movable equipment, furniture and other property. GTE will work cooperatively with MFN to minimize any disruption to service, resulting from any damage. GTE shall provide written notification to MFN detailing its plans to rebuild and will restore service as soon as practicable. In the event of termination, GTE's rights and remedies against MFN in effect prior to such termination, and any fees owing, shall be paid up to such date. Any payments of fees made by MFN which were because any period after such date shall be returned to MFN.

11. Termination of Service.

11.1 Grounds for Termination. GTE's obligation to provide collocation is contingent upon MFN's compliance with the terms and conditions of this Article IX and other applicable requirements of this Agreement, including, without limitation, GTE's receipt of all applicable fees, rates, charges, application forms and required permits. Failure of MFN to make payments when due may result in termination of service. In addition to the other grounds for termination of collocation services set forth herein, GTE also reserves the right to terminate such services upon thirty (30) days notice in the event MFN: (a) is not in conformance with GTE standards and requirements; and/or (b) imposes continued disruption and threat of harm to GTE employees and/or network, or GTE's ability to provide service to other CLECs.

11.2 Effects of Termination. Upon the termination of collocation service, MFN shall disconnect and remove its equipment from the designated collocation space. GTE reserves the right to remove MFN's equipment if MFN fails to remove and dispose of the equipment within the thirty (30) days of discontinuance. MFN will be charged the appropriate additional labor charge in Appendix C for the removal of such equipment. Upon removal by MFN of all its equipment from the collocation space, MFN will reimburse GTE for the cost to restore the collocation space to its original condition at time of occupancy. The cost will be applied based on the additional labor charges rate set forth in Appendix C. Upon termination of collocation services, MFN relinquishes all rights, title and ownership of cable to GTE.

12. Miscellaneous.

GTE retains ownership of wire center or access tandem floor space, adjacent land and equipment used to provide all forms of collocation. GTE reserves for itself and its successors and assignees, the right to utilize the wire center(s) or access tandem(s) space in such a manner as will best enable it to fulfill GTE's service requirements. MFN does not receive, as a result of entering into a collocation arrangement hereunder, any right, title or interest in GTE's wire center facility, the multiplexing node, multiplexing node enclosure, cable space, cable racking, vault space or conduit space other than as expressly provided herein. To the extent that MFN requires use of a GTE local exchange line, MFN must order a business local exchange access line (B1). MFN may not use GTE official lines.